



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

In re Senate Resolution, No. 4, 54 Colo. 262, 130 Pac. 333; *State ex rel. Halliburton v. Roach*, 230 Mo. 408, 429, 130 S. W. 689, 693. Probably the *mala fide* passage by the assembly of an identical measure should not be valid. But where the legislature in good faith has passed a measure with substantially different features its constitutionality should be unquestioned. Though the principal case is a pioneer on this question, a contrary view has been taken in recent cases involving municipal ordinances. *State ex rel. Megnella v. Meining*, 133 Minn. 98, 157 N. W. 991; *Ex parte Statham*, 31 Cal. Dec. 193, 187 Pac. 986.

INSURANCE — MARINE INSURANCE — COLLISION WHILE OPERATING IN CONVOY. — Two convoys, guarded by war vessels and sailing without lights under naval orders, met in waters of a war zone in 1918. A head-on collision resulted in which the *Napoli* was sunk. The cargo was covered by a marine policy issued by the libellant with the usual clause, "free from all consequences of hostilities or warlike operations," and by a "war risk" policy issued by the respondent, covering loss from "all acts in prosecution of hostilities between belligerent nations." Liability being admitted, the "marine" underwriter paid half the loss and now libels the "war risk" underwriter claiming that the loss was proximately caused by, and was a consequence of, an act of hostility. *Held*, that the libel be dismissed. *Queen Ins. Co. v. Globe & Rutgers Fire Ins. Co.*, 278 Fed. 770 (S. D. N. Y.).

This decision is in harmony with the English cases construing similar "war risk" clauses, and is open to the criticism that has been directed at those cases. See 33 HARV. L. REV. 706. Indeed the court says that the result of the English cases is unsatisfactory, but feels bound to follow them in this pioneer action in this country in the interest of "uniformity of view in a commercial world." Since, however, the events that gave rise to this action and to the English cases were substantially contemporaneous, and, since the clauses in the policies were not inserted in the light of judicial interpretation, no fault could be found with a decision sustaining the libel in the principal case.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — LIABILITY OF TERMINAL CARRIER. — The plaintiff shipped horses over connecting lines under a through bill of lading which limited the liability of all, except the initial carrier, to accidents happening upon the connecting carrier's own line. The horses became diseased through the negligence of an intermediate carrier. The plaintiff sued the terminal carrier and recovered. *Held*, that the judgment be reversed. *Oregon-Washington R. R. & N. Co. v. McGinn*, 42 Sup. Ct. Rep. 332.

The plaintiff shipped apples over connecting lines. There was evidence to show that they were in good condition when delivered to the initial carrier, but frozen when delivered by the defendant, the terminal carrier. Where the damage occurred was not shown. The plaintiff sued the terminal carrier and recovered. *Held*, that the judgment be affirmed. *Chicago & N. W. Ry. Co. v. Whitnack Produce Co.*, 42 Sup. Ct. Rep. 328.

At common law, in the absence of special stipulation, connecting carriers are bound to carry safely only over their own line and to deliver safely to the next connecting carrier. *Myrick v. Michigan Cent. R. R. Co.*, 107 U. S. 102, 107. When, however, goods are shown to have been delivered to the initial carrier in good condition, there is a presumption that any injury to them happened on the line of the terminal carrier and it is liable for such injuries in the absence of evidence that it received the goods in a damaged condition. *Moore v. N.Y., N.H. & H. R.R. Co.*, 173 Mass. 335, 53 N. E. 816. In this state of the common law the Carmack